

# LOUISIANA TECH UNIVERSITY



## INVITATION TO BID ONLY

BIDDER MUST FILL IN COMPANY NAME AND  
COMPLETE ADDRESS (PRINTED OR TYPED)

### RETURN THIS FORM TO:

**PURCHASING OFFICE**  
P.O. Box 3157  
208 Keeny Circle, Rm. 408  
Ruston, LA 71272

Phone: 318-257-4205  
Fax: 318-257-3772

Company Quote #  
if applicable

PHONE:

FAX:

EMAIL:

**FAILURE TO SIGN WILL DISQUALIFY BID**

### BID SUBMISSION DEADLINE:

April 27, 2021 @ 2:00PM

### BID NUMBER:

50012-491-21

### DEPARTMENT

Residential Life

**PRICE MUST BE FIRM FOR AT LEAST  
30 DAYS FROM OPENING DATE**

DELIVERY IN  DAYS

TERMS

**BIDDER AGREES TO COMPLY  
WITH ALL CONDITIONS  
BELOW AND ATTACHED TO  
THIS REQUEST.**

Prices are to be complete and the FOB  
point to be Louisiana Tech University  
unless otherwise specified.

Typed or Printed Name

Authorized Signature/Title

ITEM:	COMPLETE SPECIFICATIONS	QTY. & UNIT:	UNIT PRICE:	AMOUNT:
	<p>Louisiana Tech University's Residential Life Department is now accepting SEALED bids for Laundry Services for the 2021-2022 Academic School Year</p> <p><b>**Please See Attached Bid Specifications**</b></p> <p>Prices to remain for one (1) year, July 1, 2021 through June 30, 2022, with the option to renew for two (2) additional one year periods.</p> <p>A pre-bid meeting will be held on Thursday, April 15, 2021 at 11:00 A.M. in the Wyly Auditorium of Wyly Tower located at 1310 W. Railroad Avenue, Ruston, LA 71270, on the campus of Louisiana Tech University.</p> <p><b>COVID-19 PURCHASING UPDATES: Under the State of Louisiana law, no public bid openings will be allowed until further notice. This bid will be opened by the Louisiana Tech University Purchasing Officers.</b></p> <p><b>ALL BIDS MUST BE RETURNED TO THE LOUISIANA TECH PURCHASING OFFICE VIA MAIL. DO NOT FAX OR EMAIL.</b></p> <p>For questions or more information, please contact Casey Ingram at 318-257-4917 or casey@latech.edu.</p>			

**IMPORTANT:** If bidding other than requested brand and product number (or style), enclose sufficient literature to determine compliance with specifications. Failure to comply with this request may eliminate your bid from consideration. Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references or not intended to be restrictive. Bids will be considered for any brand which meets or exceeds the quality of the specifications listed for any item.

A pre-bid conference will be held on the main floor of Wylly Tower, in the Auditorium, on the campus of Louisiana Tech University at 11:00 A.M. on Thursday, April 15, 2021, to discuss specifications and visit the dorms and apartments where the laundry equipment is located. All interested parties **should** attend.

Contract for Laundry Equipment in Louisiana Tech University Residential Facilities.

Contract Annual Minimum Payment for cash or Tech Express sales is established at \$21,000.00. If Commission paid through each year of the contract term does not meet Contract Minimum Payment, vendor must pay difference between commissions paid during the contract term and minimum payment within 10 days of the end of the term or the date of contract expiration.

Commissions for monthly laundry services for July 1, 2019 – June 30, 2020 was \$13,686.20.

Award will be made on the lowest cost to the University after deduction of commissions or minimum payment whichever is greatest. **ONLY 1 OF THE 4 OPTIONS WILL BE AWARDED.**

There will be changes in residential facilities during the contract term. The unit prices bid will be those that will be used if equipment is added or deleted.

**Vendor is responsible for all installation and must reimburse University for repair to any damages or finishes caused by installation.**

Whirlpool Model #WET4027HW stack washer/dryer combination units or equal (to match existing units already in place).

Speed Queen Model #SWNNC2HP113TW15 top load washer or equal (to match existing units already in place).

Maytag Neptune H.E. Model #MAH21PDDWW front load washer or equal (to match existing units already in place).

Speed Queen Model #SDENCRGS173TW02 front load dryer or equal (to match existing units already in place).

# BID PRICING FORM

**This page MUST BE filled out in order to be considered for award.**

<b>OPTION 1A - Monthly Cost REFURBISHED</b>	
Stackable Washer/Dryer - \$	
Coin Op/Tech Express/Debit %	
<b>OPTION 1B Monthly Cost REFURBISHED no cash or Tech Express</b>	
Stackable Washer/Dryer - \$	
Top Load Washer - \$	
Front Load Washer - \$	
Front Load Dryer - \$	
<b>OPTION 2A - Monthly Cost NEW</b>	
Stackable Washer/Dryer - \$	
Coin Op/Tech Express/Debit %	
<b>OPTION 2B Monthly Cost NEW no cash or Tech Express</b>	
Stackable Washer/Dryer - \$	
Top Load Washer - \$	
Front Load Washer - \$	
Front Load Dryer - \$	

Equipment installed for Laundry equipment installed in locations for cash or Tech Express transactions shall be the same as or equivalent to equipment currently installed. Bidder is responsible to ensure that equipment bid will physically fit and operate within the current facilities. Louisiana Tech University will not fund any modifications or upgrades to current facilities.

SEE EXAMPLE BID EVALUATION EXHIBIT for example of award evaluation criteria.

Questions and requests to tour facilities should be made by calling Ms. Casey Ingram at 318-257-4917.

**CONTRACT TERM: Contract term will be from July 1, 2021 through June 30, 2022 with the option to renew for two additional one year periods.**



## **General Instructions to Bidders**

### **1 Invitation to Bid**

Bids for the following items and/or services specified are hereby solicited, and will be received by the Purchasing Office until the stated bid opening time and date and then publicly opened.

### **2 Authority to Sign**

Bids must be signed by a person authorized to bind the vendor. In accordance with R. S. 39:1594(C)(4), the person signing the bid must be: 1) A current corporate officer, partnership member or other individual specifically authorized to submit bids as evidenced in appropriate records on file with the secretary of State; or 2) An individual authorized to bind the vendor, as evidenced by a corporate resolution, certificate, or affidavit; or 3) other documents indicating authority which are acceptable to the University.

### **3 Read Solicitation**

Read the entire solicitation, including all terms, conditions, and specifications.

### **4 Corrections**

All bids should be returned on the forms furnished and must be typed or written in ink. Any corrections or erasures must be initialed by the bidder.

### **5 Delivery of Bids**

Bids may be submitted in person or by mail. The mailing address is listed on the cover sheet. Bids delivered in person or by mail should be placed in a sealed envelope and marked with the bid name and number, the bid opening time and date, and the name and address of the bidder. The same information should be affixed to any additional materials sent as a part of the bid submission.

### **6 Bid Alterations**

Alterations to bids will be accepted provided both the bid and alterations have been received in the Purchasing Office prior to bid opening time and date.

### **7 Late Bids**

Late bids will not be accepted and will be returned unopened. Each bidder is solely responsible for the timely delivery of its bid. The University will not be responsible for any delay in the delivery of bids.

### **8 Delivery/Freight Charges**

Bid prices will include all delivery/freight charges paid by the vendor, F.O.B., Louisiana Tech University, Ruston, LA, unless otherwise stated in the specifications. Any invoiced delivery charges not quoted and itemized on the University's purchase order are subject to rejection and non-payment. Equipment is to be delivered to Vendor and not to the University. Louisiana Tech will not store or warehouse equipment.

### **9 Taxes**

Vendor is responsible for including all applicable taxes in the bid price. Louisiana Tech University is exempt from all Louisiana state and local sales and use taxes. By accepting an award, all firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable.

### **10 Payment**

Assuming there is no prompt payment discount provision, payment will be made within thirty (30) days from receipt of products in satisfactory condition, or within thirty (30) days from date of invoice, whichever is later. Delinquent payment penalties are governed by L.R.S. 39:1695. Vendor penalties to the contrary shall be null and void, shall have no legal force, and shall not be recognized by the University in any dispute.

### **11 Acceptance**

Only the issue of a purchase order or a signed acceptance of a proposal constitutes acceptance on the part of the University.

### **Bid Signature**

By signing this bid, the bidder certifies compliance with all general instructions to bidders, terms, conditions, and specifications, and further certifies that this bid is made without collusion or fraud.

\_\_\_\_\_  
Bidder (Company Name)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Federal Tax ID #

### **Standard Terms and Conditions**

These standard terms and conditions apply to all Louisiana Tech University solicitations, unless otherwise specifically amended and provided for in the special terms and conditions, specifications, or other solicitation documents. In the event of a conflict between the General Instructions to Bidders or Standard Terms & Conditions and the Special Terms & Conditions, the Special Terms & Conditions shall govern.

#### Auditors

Bidder agrees that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors and/or the University's auditors will have the option of auditing all accounts of the Bidder which relate to this purchase.

#### Award

Award will be made to the lowest responsible and responsive bidder. The University reserves the right to award the items, separately, grouped, or on an all-or-none basis, and to reject any or all bids and to waive any informalities including technicalities in specifications that would preclude competition.

All solicitation specifications, terms, and conditions will be made part of any subsequent award as if fully reproduced and included therein, unless specifically amended in the formal contract.

#### Bidder Inquiries

If a bidder is in doubt as to the meaning of any part of a solicitation, bidder may submit a written request for interpretation to the Buyer of Record. Requests must be received in the Purchasing Office no later than five (5) calendar days prior to the opening of bids. Any interpretation of the documents will be made by Addendum only, issued by the Purchasing Office, and a copy of such Addendum will be sent to all known bidders. The University will not be responsible for any other explanation of the documents.

#### Contrary Terms and Conditions

Submittal of any terms and conditions contrary to those contained within this solicitation may cause your bid to be rejected. By signing this bid, vendor agrees that any terms and conditions, which may be included in their bid, are nullified.

#### Equal Employment Opportunity Compliance

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to

employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of this contract.

#### Equivalency

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for any brand that meets or exceeds the quality of the specifications listed for any item. Bidder must state the brand/model he or she is bidding on each item. Bids not specifying brand and model number will be considered as offering the exact product specified in the solicitation.

It will be the sole responsibility of the Bidder to prove equivalency. Bidder will submit with the bid all illustrations, descriptive literature, and specifications necessary to determine equivalency. Failure to do so may eliminate the bid from consideration. The decision of the University as to equivalency will be final.

#### Governing Law

This purchase shall be construed in accordance with and governed by the laws of the State of Louisiana.

#### Legislators Prohibited

According to LAS-R.S. 42:113(D)) the University is prohibited from entering into any contract or subcontract with a legislator or person who has been certified by the Secretary of State as elected to the Legislature or spouse of a legislator, or any corporation, partnership, or other legal entity in which the Legislator or his/her spouse owns an interest, except publicly traded corporations. Each bidder **must** return the enclosed Disclosure Form as a part of his bid.

#### New Products

All products are to be new unless specified in special terms, current model, and of best quality as measured by accepted standards of the trade. No remanufactured, demonstrator, used, or irregular products will be considered for purchase unless otherwise specified.

#### Warranty

The manufacturer's standard published warranty and provision will apply, unless more stringent warranties are otherwise required by Louisiana Tech and specified in the solicitation. In such cases, the bidder and/or manufacturer will honor the specified warranty requirements, and bid prices will include any premium costs of such coverage.

## DISCLOSURE FORM

EACH BIDDER IS TO DISCLOSE THE FOLLOWING INFORMATION BY ANSWERING YES OR NO TO THE FOLLOWING QUESTIONS:

1. Is the bidder a legislator or person who has been certified by the Secretary of State as elected to the Legislature? \_\_\_\_\_
2. Is the bidder a spouse of a legislator? \_\_\_\_\_
3. If the bidder is a corporation, partnership, or other legal entity, does a legislator or his spouse own any interest in that corporation, partnership or other legal entity? \_\_\_\_\_
4. If the bidder is a corporation, is it a publicly traded corporation? \_\_\_\_\_

### **Special Terms and Conditions**

1. All items delivered shall be subject to inspection as to grade and/or quality. If any item is inspected and fails to meet the specifications, the delivery already made will be held for the Vendor's disposition or returned to the Vendor via Freight Collect. If the Vendor fails to make satisfactory replacement within a reasonable time as determined by the University, the University reserves the right to cancel the item and to purchase it elsewhere.
2. The quantities are estimated to be the amounts needed. In the event a greater or lesser quantity is needed, the right is reserved by the University to increase or decrease the amount at the unit price stated in the bid.
3. Site Visit: In order to ascertain the true scope of the services requested, all bidders are urged and expected to inspect the site where services will be performed. Arrangements to do so may be made by contacting the buyer. Failure to inspect the site will **not** constitute grounds for a claim after contract award.
4. NOTE: If, upon visiting site, Vendor finds conditions that disagree with the physical layout as described in this bid, or other features of the specifications that appear to be in error, vendor shall notify the University immediately.
5. It shall be specifically agreed and understood that the Bidders may attend the Bid opening. It shall also be specifically agreed and understood that the decision of the University shall be final.
6. Successful bidder will furnish written factory instructions for the operation and maintenance of the equipment purchased.
7. Successful bidder will be responsible for the unloading and placing of equipment and/or supplies in the location designated by the University.
8. Successful bidder will furnish a representative to demonstrate the operation and maintenance of the equipment.
9. Delivery Schedule: All Bidders are put on notice that the items listed on this proposal are to be delivered, installed and fully operational by July 1, 2021. Delivery requirements shown on this bid are necessary in order to meet the student move-in date.
10. Vendor compliance with the attached insurance requirements is mandatory, and evidence of such compliance must be submitted with the bid. Failure to do so may result in immediate disqualification of the bid.



11. Vendor compliance with the attached insurance requirements is mandatory, and evidence of such compliance should be submitted before work can commence.
12. The successful bidder will be required to assume responsibility for all services and/or products offered in his/her bid whether or not he/she produces them. Further, Louisiana Tech will consider the selected bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
13. List of distributors: The Vendor signing the bid shall be designated as the Prime Vendor on any contract/agreement resulting from this bid. If additional Vendors are authorized to receive orders for items covered under this proposal, the Vendor must submit, with bid, a list of those additional authorized distributors.
14. Successful Vendor shall inspect jobsite and make his/her own measurements prior to installation.
15. Items furnished shall be delivered to the University, uncrated, set in place, installed, and all debris promptly removed by the Vendor.
16. Final Clean-Up: Before this project is acceptable and complete, Vendor shall clean up and remove from the premises all debris resulting from his work, and shall see to it that all the items furnished are left in good order, clean, and properly installed.
17. Award to be made on an all-or-none basis to the lowest bidder for item 1.
18. All hardware and software must be new and delivered, F.O.B. Louisiana Tech University inside delivery.
19. Fiscal Funding: The continuation of any agreement entered into as a result of this bid past the current fiscal year is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## **GENERAL INFORMATION**

Louisiana Tech University houses approximately 2,450 students each academic year. Our campus consists of four traditional residence halls, three apartment complexes and eight suite buildings. We will add two traditional halls in Fall 2021 and one traditional hall in Fall of 2022. The following is the breakdown of residential facilities:

Residence Halls: Adams, Aswell, Dudley, and Graham

University Park Phase 1 Apartments: Caruthers A, B, & C, Thatcher, Sutton, and Kidd

University Park Phase 2 Apartments: Caruthers D and Neilson

Park Place Apartments: McFarland, Jenkins, and Hutcheson

Legacy Park Apartments: Harper and Pearce

Suites: Aswell and Dudley

Each residence hall has a laundry room with the exception of Aswell Hall, which shares a laundry room with Adams Hall. University Park Phase 1 apartment units do not have a washer and a dryer in the apartment. Residents are provided common laundry rooms located in Sutton and Thatcher Commons. Apartments in University Park Phase 2, Park Place and Legacy Park include a stackable washer/dryer unit per apartment. The residential suites provide students with one washer and one dryer on the first floor of each suites' hall and a stackable washer/dryer unit on each subsequent floor shared by no more than eight residents.

## **WORK STATEMENT**

### **PURPOSE AND SCOPE OF CONTRACT**

Louisiana Tech University, hereinafter called the "University" or "Tech", is desirous of obtaining a Contractor to operate the laundry concession for the University's Student Housing operation on the Louisiana Tech University Campus, Ruston, Louisiana.

The successful Contractor shall be required to provide the following minimum laundry vending services, but in NO WAY will the Contractor be limited if they desire to provide additional services over and above the minimum within the scope of the facilities provided in the contract.

### **CONTRACT PERIOD**

The term of this contract shall begin starting on July 1, 2021 and end on June 30, 2022. At the option of the University and with the acceptance of the Contractor, the term may be extended for two (2) additional, one-year periods. Total contract period shall not exceed three (3) years.

### **LAUNDRY VENDING SERVICE SPECIFICATIONS**

For the purpose of this IFB, the term “Laundry Concession” is intended to represent reasonable and customary all-inclusive laundry facilities and services, to include clothes washing machines, clothes dryers, and support equipment. The Contractor shall supply and maintain suitable and attractive full-cycle washing machines and dryers conforming to the following specifications.

The Contractor shall comply with the equipment specifications indicated herein and those additions arrived at by mutual agreement of the University and Contractor at the start of the contract. Price and service change requests from the Contractor may be submitted to the University for consideration on an annual basis not later forty-five (45) days before the contract anniversary. The University intends to make changes ONLY prior to the start of each academic year and not until after the initial term of this contract, which ends June 30, 2022.

### **LAUNDRY VENDING EQUIPMENT SPECIFICATIONS**

The following represents the initially desired equipment; but it is intended that at regular intervals during the duration of the contract, the amount of required equipment shall be considered by the University and Contractor with the objective of providing the best possible service to the residents and changes made upon mutual agreement.

#### **Washing Machines**

Energy Star rated top load washers to meet and exceed all energy requirements. ADA front load washers necessary on the first floor washing area of Adams hall, and one in each of the apartment common wash rooms. Minimum 14 lb. capacity.

#### **Clothes Dryers**

Energy Star rated front load dryers to meet and exceed all energy requirements and ADA requirements where specified. Minimum 14 lb. capacity.

#### **Machine Locations**

See Attachment A

### **ADDITIONAL REQUIREMENTS**

The laundry equipment shall be acceptable to the University and of most recent design and proven efficiency. The University reserves the right to reject any equipment in use that does not meet University standards and require the replacement of same.

The University reserves the right to inspect the equipment prior to installation and reject any used equipment deemed as unsatisfactory by the University. All equipment must be Underwriter

Laboratories approved.

Laundry equipment shall be of the same color, shall be modular in design and shall be the same height to give uniformity of appearance except as otherwise mutually agreed by the University and the Contractor.

The Contractor shall install and pay the cost of any decorative motif, which is mutually agreed upon for these installations. The University reserves the right of approval of any and all modifications.

The Contractor shall agree to provide educational programming opportunities for both residents and student staff members of the Department of Residential Life. The Contractor shall work with the Director of Residential Life to have a representative and/or service attendant to present at and/or attend the Department of Residential Life's annual student staff training conference. When contacted during the academic year, the Contractor shall work with Residential Life staff to provide valuable laundering information to residents regarding best practices, products, techniques, instructions, etc.

Initial and subsequent equipment installation shall be identified by equipment serial number, manufacturer, meter readings and location for the permanent files of the University. All changes in the initial listing, including relocation, shall be arrived at by mutual agreement and confirmed in writing to the Director of Residential Life.

Ownership of all equipment, required equipment repair expense and all risk of loss shall remain with the Contractor. The University agrees to take such measures as may be reasonable and required, as defined by the University, for the protection against loss by pilferage or destruction.

In addition to the necessary operating instructions, the Contractor shall post at each vending location in an appropriate manner agreed to by the University, without defacing the facilities of the University, the following information:

Where to report malfunctions (telephone number)

Where to submit quality comments

All permits, licenses and price regulations

## **LAUNDRY PRICING SPECIFICATIONS**

The Contractor shall comply with the pricing structure specified herein and those changes arrived at by mutual agreement of the University and Contractor. Price change requests from the Contractor may be submitted to the University for consideration on an annual basis to the Purchasing Director.

### **All prices include applicable sales taxes where appropriate.**

The Contractor shall charge students on a University student ID (Tech Express) CBORD LR3000 reader and coin operated system a total of \$0.75 to wash and \$0.75 to dry a load of

clothes.

The Contractor shall respond to the University's wishes regarding Energy star rated design and material specifications of supply items where the resulting costs do not significantly jeopardize the fixed commissions of this contract.

The Contractor shall be alert to changing trends and changing consumer requirements. As a result he shall be expected to initiate ideas for varied methods of vending service and by mutual agreement implement these variations within the conditions of this contract.

## **RESPONSIBILITIES OF THE CONTRACTOR**

The premises, equipment, supplies and facilities shall be maintained throughout the life of this contract in condition satisfactory to the University. The Contractor shall adhere to the highest standards of cleanliness and sanitary practices.

The Contractor shall be responsible for paying the University the cost of connections from the equipment to the provided utility source including all other costs of installation of said equipment. The Contractor shall make installations to the satisfaction of Louisiana Tech University.

The Contractor shall provide layout details, including stub outs, electrical outlets, etc. for any new installations as required during the life of the contract.

The Contractor shall be responsible for keeping the equipment clean and in working order according to specifications regarding response time. All machines should be serviced and back in working order within 24 hours of initial reporting to the laundry service provider. This will include cleaning all lint from ducts and from behind dryers. Equipment that cannot be returned to full service within (5) working days of notification shall be replaced with equipment similar in design, décor and quality. Please consult the preventative maintenance schedule for specific weekly, bi-annually and annually requirements.

The Contractor shall install equipment in designated locations at his sole risk and hold the University harmless and in no way liable for destruction or theft of property or receipts through vandalism or any other cause.

The Contractor shall provide, on each machine, a clearly visible number different from all other machines in the same building so that service calls may be reported and service logs may be kept by building and machine number. Service records must be maintained and submitted to the Manager of Building Services at the end of each month of the contract period. Service records must include the date and type of service performed.

The Contractor shall provide a toll-free telephone number and online website for service assistance. The phone number and online website must be answered between 7:30AM and 5:00PM, Monday through Friday of each week. Emergency service assistance must also be provided with staffing twenty-four (24) hours a day, seven (7) days a week. A separate telephone number for emergency service should be provided by the Contractor.

Machines are to be serviced between 7:30AM and 5:00PM, Monday through Friday when necessary. For service calls, the Contractor will be expected to give prompt service usually within twenty-four (24) hours, regardless of time. In the case of emergencies, the contractor will

be asked to have a technician within two hours of campus. The Contractor will be allowed to enter any laundry facility Monday through Friday between the hours of 7:30 a.m. and 5:00 p.m. for servicing, inspecting, removing, or replacing machines. Access will be granted at other times in the event of an emergency only, as approved by the University.

The Contractor shall provide vending and auxiliary equipment maintenance and repair service 24 hours a day and seven days a week so as to minimize any equipment downtime should malfunctions be reported. Equipment, which cannot be returned to full service within 72 hours of notification of needed repair, shall be replaced with comparable equipment of like quality until the original equipment is returned to service.

The Contractor shall maintain a continual program of equipment replacement in high volume locations where obsolescence becomes a factor resulting in potential service or sales reduction. Industry improvements on laundry vending equipment occurring during the life of this contract will be incorporated by the Contractor on the originally installed equipment and subsequent installations where it is deemed feasible by the University and mutually agreed to by the Contractor.

The Contractor shall implement a program of preventive maintenance and regular replacement of worn, damaged or malfunctioning equipment shall be instituted and carried out by the Contractor.

The Contractor shall remove all waste container trash, cartons, crates, packing material, and etc., from the property of the University and dispose of same.

The Contractor shall insure that services sold through vending equipment shall not be manually sold by vending attendants or route employees.

The Contractor will insure that all of its employees servicing the University conduct themselves in a professional manner. The University shall reserve the right to request the removal and/or replacement of any employee of the Contractor whose actions the University feels are contrary to the best interest of the University.

A management representative of the Contractor shall conduct periodic equipment and facilities maintenance and sanitation inspections.

The Contractor shall insure that University Personnel have complete cooperation and access to all laundry vending services, production and storage areas for inspection purposes.

The Contractor shall permit University representatives to inspect records, supply authorized personnel access to operating section of machines when necessary and permit the University the privilege of sending a representative with contractor's employee upon his calls to service the machines. The University will be granted access to all machines upon request.

The Contractor shall reimburse users of any machine for loss or damage to clothing due to a malfunction of a machine.

The Contractor shall be responsible for preventive maintenance, which follows the following schedule:



### **Weekly Maintenance**

#### Washers:

Clean outside of machine  
Check lid bumpers  
Check lid switch  
Check hose screens

#### Dryers:

Clean outside of machine  
Check baffles  
Check lint filter

#### Room:

Check room sign  
Check machine numbers  
Check accessories  
Paint condition  
Floor condition  
Ceiling condition  
Lighting condition

E=Excellent F=Fair P=Poor

E=Excellent F=Fair P=Poor

E=Excellent F=Fair P=Poor

E=Excellent F=Fair P=Poor

### **Twice Per Year**

#### Washers:

Check belts  
Replace damaged fronts  
Touch up chipped paint  
Run all machines

#### Dryers:

Clean blower housing  
Vacuum inside of dryer  
Check belt  
Touch up chipped paint  
Run all machines

#### Venting:

Check vent hoods

#### Room:

Clean in back of machines  
Clean under machines

### **Annually**

#### Venting

Retape joints  
Replace flex

Reports of the maintenance schedule will be provided to the following:

Department of Residential Life

P. O. Box 3174

Ruston, LA 71272

## **RESPONSIBILITIES OF THE UNIVERSITY**

The University shall provide normal and customary water, electrical, air conditioning and heat, as appropriate, for the service of the Contractor.

The University shall provide custodial maintenance in the laundry vending areas and the Contractor shall cooperate in keeping this service to a minimum.

When necessary, utilities shall be brought to the equipment by the University. The Contractor shall be responsible for paying the University the cost of connections from the equipment to the provided utility source including all other costs of installation of said equipment.

The University shall not guarantee an uninterrupted supply of water, electricity, air conditioning or heat, except that it shall be diligent in restoring service following an interruption. The University shall not be liable for failures of any such utility services.

The University shall be responsible for insect and pest control in all laundry service rooms and areas.

The University shall reserve the right to request the removal and/or replacement of any employee of the Contractor whose actions the University feels are contrary to the best interest of this University.

## **FINANCIAL TERMS AND CONSIDERATIONS**

### **Accounting:**

The Contractor shall maintain complete and accurate records of laundry machine transactions for each machine in accordance with accepted industry accounting practices and shall maintain financial records and statements pertaining to this agreement for a period of five (5) years from the close of each year's operation.

### **Payment:**

All payment checks shall be made payable to Louisiana Tech University.

## **General**

On request of the University, the Contractor shall meet with designated representatives and review each statement, explain deviations, discuss problems and mutually agree on courses of action to improve the results of the required services included in this contract. Statement adjustments required as a result of review and/or audit shall be identified and reflected on the next monthly statement.

All records pertaining to the operations of this vending operation shall be open for inspection and/or audit by the University or the Louisiana Legislative Auditor during normal business hours at the Contractor's place of business.

## **CONTRACT TERMINATION**

The University may cancel this contract with thirty (30) days written notice, on a basis of neglect as determined by the University, which shall include but not be limited to: insufficient insurance coverage; failure to provide required period statements; failure to enforce approved standards of sanitation; failure to pay monthly payments due on or before the thirtieth (30<sup>th</sup>) day of each period of each month; continuation of service unsatisfactory to the University after issuance of ten-day written notice, including cessation of diminution of service; failure to maintain adequate personnel; or failure to comply with terms or provisions of the contract after a ten-day written notice to correct.

The Contractor may, should the University breach any terms or provisions of this contract, serve written notice on the University setting forth the alleged breach and demanding compliance with the contract. If within Thirty (30) calendar days after serving such notice such breach shall continue, the Contractor may terminate this contract by giving Thirty (30) days additional notice in writing by registered or certified mail of its intention to cancel this contract.

On expiration or termination of this contract, commissions due the University shall be paid on gross revenue until all equipment has been removed, and removal date shall be indicated on the monthly statement when each piece of equipment was removed, including equipment at any time during the contract period prior to expiration.

Vending and auxiliary equipment not removed from the University locations on termination of this contract, and/or after ten days written notice to the Contractor, may be removed and placed in storage by the University. All cost of removal, storage, and product and revenue loss shall be the Contractor's.

## **WAIVER**

No party's delay or omission to exercise any right, power or remedy accruing to such party upon nonperformance or default under this contract shall impair any such right, power, or remedy or shall be construed as a waiver of any such nonperformance or default, or any similar nonperformance or default thereafter occurring, nor shall any waiver of any subsequent nonperformance or default. All waivers must be in writing.

**CONTRACT MODIFICATION**

Contractor shall seek, in writing, the advance written approval of the University regarding any proposed change, modification or alteration of any terms of the contract.

## **ATTACHMENT A**

### **EQUIPMENT LOCATIONS AT LOUISIANA TECH UNIVERSITY**

#### **Adams Residence Hall**

13 top load washers  
1 front load washer  
14 front load dryers

#### **Dudley Residence Hall**

2 top load washers  
4 front load dryers

#### **Graham Residence Hall**

4 top load washers  
4 front load dryers

#### **Thatcher Commons**

(located in central laundry room)  
5 top load washers  
4 front load dryers

#### **Sutton Commons**

(located in central laundry room)  
1 front load washer  
6 top load washers  
6 front load dryers

#### **Neilson Commons**

(one stackable located inside of each apartment)  
48 stackable washers and dryers

#### **Caruthers D Commons**

(one stackable located inside of each apartment)  
12 stackable washers and dryers

#### **Jenkins Commons**

(one stackable located inside of each apartment)  
46 stackable washers and dryers

#### **McFarland Commons**

(one stackable located inside of each apartment)  
25 stackable washers and dryers

**Hutcheson Commons**

(one stackable located inside of each apartment)  
62 stackable washers and dryers

**Pearce Commons**

(one stackable located inside of each apartment)  
36 stackable washers and dryers

**Harper Commons**

(one stackable located inside of each apartment)  
33 stackable washers and dryers

**Aswell Suites**

12 stackable washers and dryers  
3 sets of front load washers and dryers

**Dudley Suites**

20 stackable washers and dryers  
5 sets of front load washers and dryers



# LOUISIANA TECH UNIVERSITY

## **INSURANCE REQUIREMENTS FOR CONTRACTORS**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

#### **1. Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

#### **2. Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

#### **3. Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

### **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

### **C. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

#### **1. Commercial General Liability and Automobile Liability Coverages**

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

#### **2. Workers Compensation and Employers Liability Coverage**

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against

the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

**D. ACCEPTABILITY OF INSURERS**

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A:-VI or higher**. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

**E. VERIFICATION OF COVERAGE**

1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder Shall be listed as follows:  
  
State of Louisiana  
Agency Name, Its Officers, Agents, Employees and Volunteers  
Address, City, State, Zip  
Project or Contract #:
3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

**F. SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

**G. WORKERS COMPENSATION INDEMNITY**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

**H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

## INDEMNIFICATION AGREEMENT

The \_\_\_\_\_ Contractor agrees to protect, defend, indemnify, save, and hold harmless, the University, State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of \_\_\_\_\_ Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by \_\_\_\_\_ Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the University State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

\_\_\_\_\_ Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The University, may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

Accepted by \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date Accepted \_\_\_\_\_

Is Certificate of Insurance Attached? \_\_\_\_\_ Yes \_\_\_\_\_ No

# THIS IS A REQUEST FOR A SEALED BID

## INSTRUCTIONS TO BIDDERS

1. Read the entire bid, including all terms and conditions and specifications.
2. Louisiana Tech University is not liable for any cost incurred by the bidders prior to execution of a contract and the issuance of a purchase order. Any bidder who ships or otherwise expends time or money prior to award as defined does so at the bidder's own risk.
3. All bid prices must be typed or written in ink. Any corrections, erasures or other forms of alteration to unit prices should be initialed by the bidder. If the bidder needs to submit a change, question, exception, or modification to any aspect of the bid specifications, terms, conditions, or bidder instructions, must do so in written form submitted to the Louisiana Tech University Purchasing Office prior to the bid opening date. All responses and/or addenda will be officially submitted by the Louisiana Tech University Purchasing Office 72 business hours before the bid opening date. Business hours is defined as University operating hours while the University is open. Unless received as specified above, all bid information will remain unchanged.
4. This bid is to be manually signed in ink.
5. Bid prices shall include all delivery charges paid by the vendor, F.O.B. Destination, unless otherwise provided in the solicitation. Bids requiring deposits, "payment in advance" or "C.O.D" may be rejected. Payment is to be made within 30 days after receipt of properly executed invoice or delivery, whichever is later.
6. Amount of bid bond required: every bid submitted for in excess of fifty thousand dollars shall be accompanied by a bid bond guaranteed by a surety company qualified to do business in the state of Louisiana. The bid bond shall be for five percent of the official bid amount.
7. To assure consideration of your bid, all bids and addenda should be returned in an envelope or package clearly marked with the bid opening date and the bid number; or submitted in the special envelope, if furnished for that purpose.
8. Bids submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736; Purchasing rules and regulations; executive orders; standard terms and conditions; special conditions; and specifications listed in this solicitation.
9. Important: By signing the bid, the bidder certifies compliance with all instructions to bidders, terms conditions and specifications, and further certifies that this bid is made without collusion or fraud. This bid is to be manually signed in ink by a person authorized to bind the vendor (see no. 27). All bid information shall be in ink or typewritten.
10. Address all inquiries and correspondence to the Louisiana Tech University Office of Purchasing at the address and telephone number listed herein.
11. Bid forms: All written bids, unless otherwise provided for, must be submitted on, and in accordance with, forms provided, and properly signed (see no. 27). Bids submitted in the following manner will not be accepted:
  - A. Bid contains no signature indicating intent to be bound;
  - B. Bid sent by facsimile equipment;
  - C. Bid filled out in pencil; and
  - D. Bid not submitted on the designated bid forms.
12. Bids must be received at the address specified in the solicitation prior to bid opening time in order to be considered.
13. Standards of quality – Any product or service bid shall conform to all applicable federal, state, and local laws and regulations, and the specifications contained in the solicitation. If bidding other than the requested brand or product number (or style), enclose sufficient literature to determine compliance with specifications. Failure to comply with this request may eliminate your bid from consideration. Unless otherwise specified in the solicitation document, any manufacturer's name,

trade name, brand name, or catalog number used in the specification is for the purpose of describing the standard of quality, performance, and characteristics desired; and is not intended to limit or restrict competition. Bidder must specify the brand and model name of the product offered in the bid. Bids not specifying brand and model number shall be considered as offering the exact product specified in the solicitation. See bid document for full requirements.

14. New Products: Unless specifically called for in the solicitation documents, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular product will be considered for purchase unless otherwise specified in the solicitation documents. The manufacturer's standard warranty will apply unless otherwise stated in the solicitation.
15. Louisiana Tech University reserves the right to award items separately, grouped or on an all-or-none basis and to reject any or all bids and waive any informalities.
16. This agreement is non-exclusive and shall not in any way preclude Louisiana Tech University from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.
17. Bid opening: Bidders may attend the bid opening, but no information or opinions concerning the ultimate contract award will be given at the bid opening or during the evaluation process. Bids may be examined within 72 hours after bid opening. Information pertaining to completed files may be secured by visiting the Louisiana Tech University Purchasing Office during normal working hours. Written bid tabulations will not be furnished prior to 72 hours.
18. Prices: Unless otherwise specified by Louisiana Tech University in the solicitation, bid prices must be complete, including transportation prepaid by bidder to destination and firm for acceptance for a minimum of 30 days. If accepted, prices must be firm for the contractual period.
19. Taxes: Vendor is responsible for including all applicable taxes, fees, and tariffs in the bid price. Louisiana Tech University is exempt from all Louisiana state and local sales and use taxes. By accepting an award, resident and non-resident firms acknowledge their responsibility for the payment of all taxes duly assessed by the State of Louisiana and its political subdivisions for which they are liable, including but not limited to: franchise taxes, privilege taxes, sales taxes, use taxes, ad valorem taxes, etc.
20. Contract renewals: In the event that bid specifications include a renewal option, a term contract may be extended for two additional 12-month periods at the same prices, terms, and conditions upon mutual agreement of the State of Louisiana agency and the contractor. In such cases, the total contract term cannot exceed 36 months.
21. Contract cancellation: Louisiana Tech University has the right to cancel any contract, in accordance with purchasing rules and regulations, including but not limited to: (1) failure to deliver within the time specified in the contract; (2) failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition; (3) misrepresentation by the vendor; (4) fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the University; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; (6) any other breach of contract. Louisiana Tech University has the right to cancel any contract for convenience at any time by giving thirty (30) days written notice to the vendor. In such cases, the vendor shall be entitled to payment for complaint deliverables in progress.
22. Applicable law: All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.
23. In accordance with Executive Order Number JBE 2018-15, effective May 22, 2018, for any contract for \$100,000 or more and for any contractor with five or more employees, Contractor, or any Subcontractor, shall certify it is not engaging in a boycott of Israel, and shall, for the duration of this contract, refrain from a boycott of Israel. The State reserves the right to terminate this contract if the Contractor, or any Subcontractor, engages in a boycott of Israel during the term of the contract.



24. The bidder agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable shall be grounds for termination of any contract entered into as a result of this solicitation.
25. Special accommodation: Any "qualified individual with a disability" as defined by the Americans with Disabilities Act, who has submitted a bid and desires to attend the bid opening, must notify the Louisiana Tech University Office of Purchasing in writing not later than seven days prior to the bid opening date of their need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.
26. Indemnity: Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure, to indemnify, and hold harmless, the state, its officers, its agents and its employees from and against all claims and actions for bodily injury, death or property damages caused by the fault of the contractor, its officers, its agents, or its employees. Contractor is obligated to indemnify only to the extent of the fault of the contractor, its officers, its agents, or its employees. However, the contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the state, its officers, its agents or its employees.
27. Signature authority: Attention: R.S. 39:1594(c) (4) requires evidence of authority to sign and submit bids to the State of Louisiana. You must indicate which of the following apply to the signer of this bid.

Please circle one:

- 1) The signer of this bid is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. A copy of the annual report or partnership must be submitted to this office before contract award.
  - 2) The signer of this bid is a representative of the bidder authorized to submit this bid as evidenced by documents such as Corporate Resolution, Certification as to Corporate Principal, etc. If this applies, a copy of the resolution, certification, or other supportive documents must be attached hereto.
  - 3) The bidder has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit bids for public contracts. A copy of the applicable document must be submitted to this office before contract award.
  - 4) The signer of the bid has been designated by the bidder as authorized to submit bids on the bidder's vendor registration on file with this office.
28. In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid form, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950; professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of Title 39, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.
29. It is agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts which relate to this contract.

30. The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the Appropriations Act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract.
31. Whenever a public entity enters in to a contract in excess of five-thousand dollars (\$5,000) for the construction, alteration, or repair of any Public Works, the official representative of the public entity shall reduce the contract to writing and have it signed by the parties. When an emergency as provided in R.S. 38:2212(D) is deemed to exist for the construction, alteration, or repair of any Public Works and the contract for such emergency work is less than fifty-thousand dollars (\$50,000), there shall be no requirement to reduce the contract to writing (R.S. 38:2241).
32. For each contract in excess of twenty-five thousand dollars (\$25,000) per project, the public entity shall require of the contractor a bond with good, solvent, and sufficient surety in a sum of not less than fifty percent (50%) of the contract price for the payment by the contractor or subcontractor to claimants as defined in R.S. 38:2242. The bond furnished shall be a statutory bond and no modification, omissions, additions in or to the terms of the contract, in the plans or specifications, or in the manner and mode of payment shall in any manner diminish, enlarge, or otherwise modify the obligations of the bond. The bond shall be executed by the contractor with surety or sureties approved by the public entity and shall be recorded with the contract in the office of the recorder of mortgages in the parish where the work is to be done not later than thirty days after the work has begun.
33. For construction projects falling within classifications of 37:2150 the bidder must be fully qualified under any state or local licensing law for contractors in effect at the time and at the location of the work before submitting his bid. In the state of Louisiana, revised statutes 37:2150, et seq. Will be considered, if applicable. The contractor shall be responsible for determining that all of his sub-bidders or prospective subcontractors are duly licensed in accordance with law. On any bid in excess of fifty thousand dollars (\$50,000), the Contractor shall certify that he is licensed under R.S. 37:2150-2163 and show his license number on the bid. The bid envelope shall be identified on the outside with the Name of the Project, Bid Number, Bid Time, the Name of the Bidder and the License Number of the Bidder.

TO: Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships

RE: Veteran Initiative – Act 167 of the 2009 Legislative Session

➤ **ARE YOU ELIGIBLE FOR PARTICIPATION?**

- Are you a veteran-owned small entrepreneurship or a service-connected disabled veteran-owned small entrepreneurship in accordance with documentation from the United States Department of Veteran Affairs or the Louisiana Department of Veteran Affairs?
- Are you a Louisiana domiciled business?
- Do you have less than fifty (50) full-time employees?
- Are your annual gross revenue receipts \$5,000,000 or less (for construction) or \$3,000,000 for (non-construction) for each of the previous three (3) tax years?

If your answers are yes, your company may be eligible for participation in the Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurship Program, also known as the Veteran Initiative.

➤ **WHAT IS THE VETERAN INITIATIVE?**

The Veteran Initiative, created by LRS 39:2171 through 2179 and LRS 51:931, provides additional opportunities for certified Louisiana-based small entrepreneurship to participate in contracting and procurement with the State. Key features of the programs are:

- This is a goal-oriented program
- It is race and gender neutral
- Participation is restricted to Louisiana-based certified veteran-owned and service-connected disabled veteran-owned small entrepreneurship

The rules governing the implementation of the program are located at <http://www.doa.louisiana.gov/osp/se/se.htm>.

➤ **WHY IS CERTIFICATION IMPORTANT?**

Certification is required for the participation in the Veteran Initiative. Under this program, you may be given increased opportunity to participate in Louisiana state contracts. Certain contracts may be awarded to your business without competition. And, certification is one of the methods that the State of Louisiana will utilize as a basis for benchmarking for annualized procurement and contracting goals.

➤ **WHAT AGENCY IS RESPONSIBLE FOR CERTIFICATION?**

The Louisiana Department of Economic Development (LED) is responsible for certifying Small Entrepreneurships for participation in the program. The (LED) Small Business Certification System may be accessed by <https://smallbiz.louisianaeconomicdevelopment.com/Account/Login>. For additional information regarding certification, please contact the LED at 800.450.8115 or 225.342.3000.

➤ **WHAT IS THE ROLE OF THE DEPARTMENT OF VETERANS AFFAIRS?**

The Louisiana Department of Veterans Affairs is responsible for disseminating information on this program and other veterans' benefits to Louisiana veterans. Information on this program and other veterans' benefits can be accessed at [www.vetaffairs.al.gov](http://www.vetaffairs.al.gov).

The State of Louisiana is committed to the success of this program and encourages your participation.